

INVITATION TO TENDER

TENDER INSTRUCTIONS RELATING TO

THE PROVISION OF

THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**INDEX**

1 ABOUT UK SPORT 3

2 INVITATION TO TENDER (ITT) 3

3 STRUCTURE OF ITT 3

4 TENDER TIMETABLE AND CONTRACT PERIOD 4

5 CONTRACT 5

6 EXPRESSIONS OF INTEREST 5

7 INFORMATION AND QUERIES 6

8 BEST VALUE 6

9 PREPARATION OF TENDER 6

10 FREEDOM OF INFORMATION AND TRANSPARENCY 7

11 PREPARATION AND DELIVERY OF TENDER DOCUMENTS & PRESENTATION STAGE 7

12 REFERENCES 8

13 DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER 8

14 TENDER EVALUATION 8

15 THE TENDER EVALUATION SCORES 9

16 TENDER REQUIREMENTS 10

17 STAFFING ISSUES AND TUPE 12

18 NON-CONSIDERATION OF TENDER 12

19 REJECTION OF TENDER 12

20 ACCEPTANCE OF TENDER 13

21 TENDER MATERIAL 14

22 PUBLICITY AND BRANDING 14

APPENDIX 1 – SPECIFICATION 15

APPENDIX 2 - FORMS 22

APPENDIX 3 - CHECKLIST 45

APPENDIX 4 - CONTRACT 46

INSTRUCTIONS

1. About UK Sport

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport is a government agency responsible to the Department for Digital, Culture, Media & Sport. Its mission is to work in partnership to lead sport in the UK to world-class success.

UK Sport’s core responsibilities cover high performance sport and supporting sports to bid and stage major international sporting events. UK Sport invests National Lottery and Exchequer funding in Great Britain’s best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the “Gold Event Series”, UK Sport will support the bidding and staging of major international sporting events up to 2019.

Additional general information about UK Sport can be found at <http://www.uksport.gov.uk>.

1. Invitation to Tender (ITT)

UK Sport’s strategy and investment helped British sports and athletes make history at the Rio 2016 Olympic and Paralympic Games by winning more medals than were won at the host games in London in 2012, with 67 Olympic and 147 Paralympic medals won, beating China to secure 2nd position on the Olympic medal table, and the US and Ukraine to secure 2nd position on the Paralympic medal table.

UK Sport currently supports around 1,100 aspiring athletes vying for medal success at future Olympic and Paralympic Games. UK Sport and its wholly owned subsidiary, the English Institute of Sport (“EIS”), puts the duty of care of our athletes at the heart of everything we do and we consider the investment we make now in terms of funding and support services as something that will benefit the athlete now and in the future.

PROJECT BRIEF

UK Sport now invites Tenders for the provision of The Delivery of a Public Consultation into UK Sport Investment Principles (“the Services”) in accordance with this ITT and the attached documents (“Tenders”). As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers (“Tenderers”) are required to register their expression of interest in tendering in accordance with paragraph 5 below.

1. Structure of ITT
   1. The ITT is divided into the following sections:

* **Instructions** – this contains UK Sport’s general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. A checklist is at Appendix 3 which sets out the dates and times by when documents need to be sent in by Tenderers;
* **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1);
* **Forms** – contain the forms required to be completed and submitted with Tenders (Appendix 2), including:
  + Form of Tender
  + Bona Fide Tendering Certificate
  + Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
  + Certificate relating to Employers' Liability Insurance
  + Certificate relating to Public Liability/Third Party Insurance
  + Tenderer's Statement in relation to the Freedom of Information Act 2000
  + Non-Canvassing, Non-Collusion or Non-Corruption Certificate
  + References
  + Questionnaire for prospective Data Processors
* Process Checklist (Appendix 3)
* Contract terms (Appendix 4)

1. Tender Timetable and Contract Period
   1. Tenderers should note that UK Sport proposes the following timetable for the award of the contract. However, this is intended as a guide and while UK Sport does not intend to depart from the timetable, it reserves the right to do so at any time:

| **Date** | **Activity** |
| --- | --- |
| 13 March 2018 | Tender advertisement published and ITT made available to interested Tenderers |
| 22 March 2018 – 3pm | Tenderers to express interest and send contact details for lead contact & submit clarification questions (paragraph 6) |
| 29 March 2018 | UK Sport to issue responses to clarification questions (paragraph 7.3) |
| **8 April 2018** | Deadline for receipt of Tenders (paragraph 11.4) |
| 13 April 2018 | Completion of Assessment of Tenders (paragraph 14) |
| 13 April 2018 | Notification of assessment (paragraph 14) |
| 18/19 April 2018 | Likely week of interviews/presentations for shortlisted Tenderers (paragraph 14.3) |
| 24 April 2018 | Notification of successful Tenderer/unsuccessful Tenderers (paragraph 20) |
| 7 days | Standstill period (paragraph 20) |
| 2 May 2018 | Contract commencement date (paragraph 5.1) |

1. Contract
   1. The contract shall commence on 2 May 2018 and will continue until 2 May 2019 unless terminated in accordance with the terms of the contract. The contract may, at the sole discretion of UK Sport, be extended for a further period of 12 months.
   2. The draft template contract is attached at Appendix 4. This is a standard UK Sport contract and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers’ commercial offer and any material points based on the Tender.
2. EXPRESSIONS OF INTEREST
   1. Suppliers wishing to tender for the contract are requested to register their expression of interest by email to kate.palmer@uksport.gov.uk by 15:00 on 22 March 2018 along with any clarification questions they may have in accordance with paragraph 7 of this ITT.
3. Information and Queries
   1. Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer set out below, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted.

*Contact Officer Name: Kate Palmer, Stakeholder Relations Advisor*

*UK Sport, Ground Floor, 21 Bloomsbury Street, London, WC1B 3HF*

*E mail: kate.palmer@uksport.gov.uk*

* 1. The deadline by which to submit clarification questions and requests for further information is 22 March 2018.
  2. Responses will be circulated by confidentially emailing Tenderers on the email addresses provided on 29 March 2018. UK Sport reserves the right:
     1. not to respond to a request for information or clarification.
     2. to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
  3. All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.2 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

1. Best Value
   1. In pursuit of continuous service improvement and efficiency, UK Sport will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.
2. Preparation of Tender
   1. This ITT (including all its appendices and attachments) has been prepared by UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed:
      1. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
      2. by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
3. Freedom of Information and Transparency
   1. Under the Freedom of Information Act 2000 (“FOI”) and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.
   2. Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-Tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport’s document retention and disposal policy.
   3. UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport’s legal duties and lawful discretion generally or in relation to the Tender process.
4. Preparation and Delivery of Tender Documents & Presentation Stage
   1. UK Sport reserves the right not to accept the lowest or any Tender.
   2. The Tenderer must respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 2.
   3. The Tender documents must be signed and delivered to UK Sport by email to Vanessa.Wilson@uksport.gov.
   4. **Tenders must be delivered by no later than 8 April 2018 by email.**
   5. No envelope shall bear on the outside any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier specifying a return address. UK Sport **will not** accept Tenders submitted by telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.
   6. Tenders shall remain open for acceptance by UK Sport for a period of sixty (60) days from the Tender submission date set out at paragraph 11.3 above.
5. References
   1. References are required and Tenderers must complete the references form at Appendix 2. UK Sport reserves the right to contact referees (two (2) per Tenderer) during the ITT period. If UK Sport decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
   2. The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their Tender documents.
6. Disclaimer Costs and Expenses and Discontinuance of Tender
   1. Nothing in this ITT binds UK Sport to accept a Tender and award a contract. UK Sport reserves the right to discontinue this Tender at any time during the Tender process and not to accept a Tender or award a contract.
   2. UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during the Tender process from its discontinuance or in relation to which a contract is not awarded.
   3. The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
   4. Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.
7. Tender Evaluation
   1. Prior to evaluating Tenders, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
   2. UK Sport will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

**Price and overall cost of the contract to UK Sport (40%)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Price of end solution |  | 80% |  |
| Added Value Services |  | 20% |  |
| **Total** |  | 100% |  |

**Quality of service provision (60%)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Quality of proposals to deliver the project |  | 60% |  |
| Ability of proposed project team to deliver, including technical experience and knowledge |  | 20% |  |
| Ability to produce the solution in the timescale |  | 20% |  |
| **Total** |  | 100% |  |

* 1. UK Sport will invite the shortlisted Tenderers to present their Tenders at UK Sport offices 18 or 19 April 2018. Further details on presentation times and venue will be provided nearer the time. The interview process will be used to validate the information provided in the tender submission.
  2. The winner will be Tenderer with the highest score against the above criteria. Further detail around how Tenders are evaluated and scored are set out in paragraphs 15 and 16 below.

1. The Tender Evaluation Scores
   1. The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the scoring methodology table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport’s requirements as set out in the Tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport’s core expectations as expressed in the Specification at Appendix 1. UK Sport encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

**ITT Quality Evaluation Scoring Methodology**

* 1. The basis for the scoring of Tenders will be in accordance with the following scale:

|  |  |  |
| --- | --- | --- |
| **1** | **Unsatisfactory** | A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit. |
| **2** | **Marginal** | A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard. |
| **3** | **Satisfactory** | A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient. |
| **4** | **Very Good** | A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete. |
| **5** | **Excellent** | A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior. |

1. Tender Requirements
   1. The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist UK Sport's evaluation of a Tender submission, please ensure Tenders clearly cross-refer to the Tender requirements set out below. Any relevant supporting Tender documentation must also be clearly identifiable by the evaluation criterion number.
   2. Instructions for completing Tenders (please **ensure these are followed**):
      1. Answers must be on A4 paper with a minimum font size 10. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
      2. Tenderers are required to provide information about its history; strategy; corporate structure; departments and teams and key staff leading their Tender. This information is not subject to a word count limit and should be separate to the information provided in the table.
      3. Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
      4. When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to UK Sport.
      5. If Tenderers do include examples, where possible, fresh examples for each criterion is preferred by UK Sport. It is not acceptable to repeat the same example.
      6. The word counts against each Tender requirement are maximum word limits. Tenderers may write less.

|  |  |  |
| --- | --- | --- |
| **Price Criteria** | **Tender Requirement** | **Weighting (100%)** |
|  | Price of end solution | **80%** |
| **2.** | Added Value Services | **20%** |
| **Quality Criteria** | **Tender Requirement** | **Weighting (100%)** |
| **1.** | Quality of proposals to deliver the project | **60%** |
| **2.** | Ability of proposed project team to deliver, including technical experience and knowledge | **20%** |
| **3.** | Ability to produce the solution in the timescale | **20%** |

1. Staffing Issues and TUPE
   1. UK Sport is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
   2. Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) to this requirement and should make suitable provision for the implications (if any) of TUPE if it is deemed to apply.
2. Non-Consideration of Tender
   1. A Tender may not be considered if:
      1. it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
      2. it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer or is otherwise expressly permitted; or
      3. the Tenderer fails to provide within seven (7) days any relevant documentary evidence requested by UK Sport and not supplied with the Tender where the evidence is held by a signatory to the Tender; or
      4. it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or
      5. it does not comply with paragraph 11.
3. Rejection of Tender
   1. UK Sport may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
      1. made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform UK Sport if they are having difficulty completing it.
      2. directly or indirectly canvassed any official of UK Sport concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
      3. fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
      4. communicated to any person other than UK Sport the amount or approximate amount of the price shown in its Tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.
      5. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
      6. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
      7. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.
   2. In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:
      1. Tenderers will be excluded from the Tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if Tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
      2. If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information about how to do this before completing this form.
      3. UK Sport reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.
   3. The word “Tenderer” for this paragraph 19 shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.
4. Acceptance of Tender
   1. Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a seven (7) day standstill period.
   2. Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the seven (7) day standstill period has ended. The seven (7) day standstill period shall commence from the date notification to the successful Tenderer.
   3. After the seven (7) day standstill period has elapsed, UK Sport will request the successful Tenderer to sign the contract. Failure to comply with UK Sport’s requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.
5. Tender Material
   1. Tender material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-Tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT (“Tender Material”). Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.
   2. In the event that a recipient of Tender Material decides not to participate in the submission of a Tender, the Tender Material shall be returned to its place of issue without delay. If a Tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.
   3. Any intellectual property rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
6. Publicity and Branding

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful Tenderer and UK Sport.

Appendix 1 – Specification

**Consultation Brief**

**Strategic Policy Review – Paris Investment Cycle**

UK Sport is looking to undertake a public consultation exercise over the summer of 2018 to inform a strategic policy review the organisation is undertaking into the future funding of high performance sport in the UK.

The consultation is likely to involve over 200 organisations as well as a number of individuals from across the elite sporting landscape (CEOs, Chairs, sports, athletes, coaches, performance directors, physiotherapists, nutritionists, etc) , the majority of which will be directly impacted or have a vested interest in the outcome of the policy review itself. The consultation will also seek to meaningfully engage with members of the public and polticians who as distinct groups will have a view on how public investment should be deployed and to what end.

We are looking for an agency to work with us to help advise and manage all key aspects the consultation to ensure first and foremost that the consultation is open, transparent, effective, robust and meaningful and can be completed within the timeframe.

It is intended that the consultation launch no later than June 2018 with report findings available to be tabled at the September Board meeting – 26/09/18.

In particular we are looking for an agency to advise on how we effectively run all aspects of the consultation to ensure that the stakeholders are able to debate the issues in an informed way but also freely and openly and that their contributions will be meaningful to the overall review itself.

In discussing and debating the issues it will be important to ensure all consultees are aware of the potential impacts of changing the investment system and what could ultimately be at stake.

**Background**

UK Sport is the government’s non-departmental public body responsible for working in partnership to deliver medal success at successive Summer and Winter Olympic and Paralympic Games; and supporting the bidding for the right to host major sporting events in the UK.

Since its inception in 1997 and also becoming a National Lottery distributor from 1999, UK Sport’s targeted investment has taken Great Britain from 36th on the medal table (Olympic) at the Atlanta games in 1996 to 2nd in Rio (Olympic and Paralympic).

In the PyeongChang Winter Olympic Games earlier this year, Great Britain delivered five medals and a best ever Olympic Games performance.

The success has been down to concentrating resources on those **most likely to succeed** at the Olympic and Paralympic Games through the creation of a **meritocratic** system for maximising the number of medals and medallists from the budget available. World Class Programme investment is normally focussed on an 8 year performance pathway rather than the customary 4 years (in most other nations) with target setting and accountability at the core.

It is in this way that the significant funding afforded sports and athletes has been accompanied by a message that high performance sport is a serious and expensive business that requires a commitment to excellence from all concerned.

But bold audacious goals come at a price and inevitably with limited resources tough decisions have needed to be made to decide who receives funding and who does not.

UK Sport currently invests £374m over a 4 year period (a ‘cycle’) into 47 Summer and Winter Olympic and Paralympic Sports all of which are expected to medal at the next games.

Some sports with low medal potential at the next Games have, for the first time, not made the cut due to resource constraints and are currently unfunded. Some would argue that in its “ruthless pursuit of medals”, UK Sport has perhaps gone too far, whilst others fear that any detraction from the fundamental focus of winning medals will destroy what has taken 21 years to build and will ultimately compromise success going forward.

**Strategic Policy Review**

Ahead of every new summer investment cycle (so every four years), UK Sport reviews its investment principles for high performance sport to ensure it is fully aligned with targets agreed in consultation with Government.

UK Sport is now commencing with the review for the next summer quadrennial 2021-2025 – referred to as the **“The Paris Cycle”**, which will include a comprehensive consultation with key partners, stakeholders and the public before putting final recommendations to the UK Sport Board and to government in late 2018.

**Consultation Objectives**

To ensure that all key stakeholder groups potentially impacted (directly or indirectly) or who have a vested interest in the outcomes of the strategic policy review feel they have had the opportunity to genuinely engage and input meaningfully to the consultation. The consultation findings and outputs should also provide a significant input to the overall strategic review and inform the recommendations and decisions of both the UK Sport Executive, Board and Government.

**Consultees**

Stakeholders who are impacted or have an interest in the consultation fall into 5 broad categories:

**Category 1 Groups directly impacted by the outcome of the review for example but not limited to**

* All Olympic and Paralympic Sports including CEOs, Performance Directors, coaches, athletes, athlete support personnnel
  + Summer sports
  + Winter sports
  + Currently funded sports
  + Non-funded sports
  + Professional sports
* Non-Olympic and Paralympic sports and disciplines, Commonwealth sports
* Home Country Sports Councils & Institutes (Sport England, Sport Wales, Sport Scotland, Sport Northern Ireland
* British Olympic Association
* British Paralympic Association

We estimate that c.90 groups will be identified in this tier.

**Category 2 Groups not directly impacted but with a vested** **interest in the outcome. *For example but not limited to:***

* British Athletes Commission
* TASS
* UK Anti-Doping (UKAD)
* Sports Resolutions UK
* Government Departments of Digital, Culture, Media and Sport, Health, Education, FCO, Number 10 etc)
* UK Coaching
* Sport and Recreation Alliance
* The National Lottery & Camelot
* The International Olympic Committee/International Paralympic Committee
* Government Departments – Department for Education, Department of Health
* Charities with a interest in improving the lives of children and young people (Youth Sport Trust, Dame Kelly Homes Trust, Sported)
* BUCS
* Other sport groups

We estimate that around 25 organisations will be found in this tier.

**Category 3 Staff member working for UK Sport, the Home Country Sports Councils and Institutes of England, Scotland, Wales and Northern Ireland**

**Category 4 Members of parliament including MPs and Peers**

**Category 5 Members of the public including key opinion formers and media**

**Framing the consultation**

In order to retain a balance between allowing sufficient scope and debate for all key stakeholders to properly engage with the relevant issues whilst enabling UK Sport to manage the responses within a specific framework, it is our proposed approach that a number of questions/discussion topics be used to ‘frame’ the debate. These will be discussed and agreed with our Board in March 2018 but are likely to focus around areas such as the following:

* *Whether UK Sport’s investment policy should continue to focus on medal success and medallists as a key outcome? If so, why? And if not, what and why?*
* *Whether UK Sport’s investment policy should continue to focus on Olympic and Paralympic sports, or whether it should be broadened to include other UK-level sports/disciplines*
* *Criteria for consideration for investment (future medal potential, past medal results, medallists, socio-economic impacts of the sport include participation) What might these look like? Why and how might we use them?*
* *Whether UK Sport should invest further down the sport’s pathway in young athletes who are up and coming, rather than focusing on those who are already well advanced on a journey to the Olympics/Paralympics; and if so, what this might look like*

**Consultation Approach & Scope of Works**

It is our view that the consultation should be tailored according to the relative impacts and interest of the category groups, although we would very much the agency to advise us on this in their tender submission. However as a minimum we would like to offer as part of the consultation some element of face-to-face deliberation for all category groups, alongside providing the opportunity for all consultees to respond with (potentially detailed) written feedback, which will also need to be reviewed, analysed and reported upon. In particular due the emotive nature of the issue we would at the very least want face-to-face deliberative sessions to be held with a representative sample(s) of the UK adult population.

Our current considerations/working assumptions including timelines are highlighted below.

Our preference is to launch the consultationno later than June 2018 and that the consultation window remains open for a period no less than 12 weeks, closing by end of August to allow as much time for analysis of the responses to be summarised into a report ready for the September 2018. Unfortuntaley there are a number of challenges with this timeline in that most summer sports have events in the summer period so some agility will be required to enable everyone who wants to contribute to participate. The timetable is shown below.

**Written Responses**

* Our presumed position would be to invite all stakeholders, regardless of which category they fall in or position, to submit written responses. These would be positioned in the context of the series of key questions/areas of consideration referenced above. These key questions would also form the basis of the face-to-face consultation engagement.
* We would welcome ideas from an agency to explore how to pursue this element of the consultation to best effect, and would request that any allowance or proposed approach be highlighted in a tender proposal, specifically in terms of the analysis, evaluation and reporting of these responses.

**Face-to-Face Sessions**

* In parallel to the formal written consultation we recommend that there are opportunities for **face-to-face engagement with each category group** . Size, number and format to be advised by the agency
* We believe these are critical for each group in order to properly understand and debate the consultation issues as the consequences for the nation of changing the investment approach are not on the face of it always obvious and once changes are made could have significant consequences further down the line which would be irreversible.
* The appointed agency would take the responsibility for recruiting to and independently chairing/facilitating each session and providing a suitably comprehensive summary/report from each, which would provide evidence for the policy review.
* UK Sport will have a Project Team to support the consultation and will be on hand to support all aspects of the consultation with the appointed agency.

**Project Timetable**

The overall timescales for the project are detailed below. As noted above, these dates are constrained by some commitments to the UK Sport Board, which are difficult to amend. Whilst we recognise the challenge that they may present, any proposal should consider these timelines non-negotiable at this stage.

|  |  |
| --- | --- |
| Date | Key Action |
| May/June | Consultation Launch |
| June-July | Deliberative engagement events with stakeholders from Tiers 1 & 2 |
| 15 August | Consultation closes including final submission of written responses |
| 22 August | Assessment and review of written submissions |
| 22 August | Assessment and review of face-to-face, deliberative sessions |
| 29 August | Submission of final report from agency to UK Sport |
| 5 September | UK Sport review of report/findings |
| 26 September | UK Sport Board |

**Budget**

It is envisaged that the spend for this consultation exercise will be in the region of £60 - 70k. This does not include all associated costs including venue hire and catering costs (for which we will pay separately) for the deliberative events.

**Reporting Requirements**

The final outputs should include a comprehensive written report, which provides detail from the face-to-face deliberative sessions, any relevant key demographics relating to how each of the categories has responded together with appropriate summaries from the other strands if appropriate.

The reporting products (whether presentation, Word document etc) should be delivered in such a way as to assist UK Sport officers to readily absorb the consultation findings, and make suitable recommendations to the UK Sport Board.

Any reporting must succinctly and accurately capture the key issues, themes and rationale which have emerged through the process.

Agencies should give consideration and demonstrate an approach/method to gather and present interim findings to the UK Sport Project Team. This should be at a point early enough in the process that any emerging themes or required changes to the structure or approach of the study can be incorporated if required.

Any other considerations – presentation workshops, dissemination events, debriefs, presentations etc – will be considered as part of any agency’s proposal to comprehensively address the requirements of the project.

**Agency Proposals**

Agencies should provide a written proposal in response to this brief, which sets out as a minimum:

* Detail of the agency’s proposed/recommended approach to the brief and reasoning for this.
  + This should feature specific detail on the proposed choreography and format of the face-to-face engagement sessions, to ensure that these are managed effectively
* Any response to the proposed method we have outlined, particularly if elements of this are thought to be impractical, unrealistic, or inappropriate
  + Any modifications which would be recommended as a result of the above
* How the other strands of consultation could be operated to best effect and channels for doing so
* Details of your **relevant** and **appropriate** experience/credentials
* Biographies of proposed team members (including project manager)
* A clear indication and commitment of the proposed staff who will carry out the sessions and analysis of consultation responses
* An overall project plan, with key milestones indicated and timings
* The proposed costs, split down against specific tasks and/or named team members as appropriate, with appropriate detail on time allowances/assumptions made

Responses should be received – via email to [kate.palmer@uksport.gov.uk](mailto:kate.palmer@uksport.gov.uk) by **16 April 2018.**

**Supporting documentation**

* Tokyo Investment Principles **(Annex A)**
* Sporting Future Strategy **(Annex B)**
* Record of Achievement 1996-Present day, stats and facts (**Annex C)**

Appendix 2 – FORMS

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**FORM OF TENDER**

The completion of the documents will be taken as part of the contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the Tender evaluation process UK Sport may:

1. Invalidate the Tender; or
2. Ask the Tenderer to stand by the Tender as submitted or withdraw it; or
3. Allow the Tender to be amended.

**TO: THE UNITED KINGDOM SPORTS COUNCIL**

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

Contract

Specification & Pricing Matrix

Form of Tender

Certificate of Bona fide tendering

Declaration of Criminal Convictions, Tax Affairs and Controversial Situations

Certificates of Insurance

Tenderers statement in relation to Freedom of Information

Non-Canvassing, Non-Collusion and Non-Corruption Certificate

At the price given in the Tender.

Dated this……………………….day of………………………………………………2018

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

BONA FIDE TENDERING CERTIFICATE

**TO:** The United Kingdom Sports Council (“UK Sport”):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

1. we have communicated the amount of our Tender to any other person before the time of submission of this Tender;
2. any other Tenderer was reimbursed any part of their tendering costs;
3. our tendered prices have been adjusted by reference to those of any other Tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre – Tender and post Tender.

We further understand that the information contained in the Tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

Dated this……………………….day of…………………………………………..…2018

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

**TO:** The United Kingdom Sports Council (“UK Sport”):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five (5) years, neither our organisation (or any member of our proposed consortium, if applicable), nor our directors, partners or any other person who has powers of representation, decision or control of our organisation has been convicted of any of the following offences:

|  |  |  |
| --- | --- | --- |
| **Offences** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed: |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive: |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland; |  |  |
| (o) any offence under sections 1, 2 or 4 of the Modern Slavery Act 2015. |  |  |

1. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

|  |
| --- |
| **Non-payment of taxes or social security contributions**  If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines. |

1. We also declare, that within the past three (3) years, none of the following controversial situations have applied, or currently apply, to our organisation:

|  |  |  |
| --- | --- | --- |
| **Controversial Situations** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. our organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time; |  |  |
| 1. our organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland; |  |  |
| 1. our organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. our organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. our organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of our organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. our organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. our organisation has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |  |
| (i) our organisation has undertaken to: |  |  |
| (i) unduly influence the decision-making process of the contracting authority, or |  |  |
| (ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3 (e), the authority may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the authority, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Sport should not represent a conflict of interest for the Tenderer.

Dated this……………………….day of…………………………………………..…2018

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………….

**(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)**

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**CERTIFICATE RELATING TO EMPLOYERS' LIABILITY INSURANCE**

**TO:** The United Kingdom Sports Council (“UK Sport”):

1. This Certificate is to assure UK Sport that the Insurance Policy Number ............................ holds *[Insert Tenderer Name]* covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Tenderer Name]* or their Agent.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of UK Sport or persons employed by UK Sport.
3. We have due regard to UK Sport's interests in the policy in respect of the risks to *[Insert Tenderer Name]* employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.
   1. The insurance in respect of this Contract for any one incident without any limitation of the number of claims from……………………..to…………………………. in a contract year is not less than £5 million.
   2. Insurer's address………………………………………………………………………………………………………..………..…..

Insurer's authorised signatory………………….……………………………….Date ……………………….……….……

Status/Designation……………………………………………..……Policy No………………………………………………..

Expiry Date………………………………………………..……Signed…………………………………………..………………..

On behalf of (company name and address)……………………..………………………………………..…………… ………………………………………………………………………………………..………………………………………………………..

Insurer's/Broker's stamp…………………………………………………..………………..…………………………………….

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE ...................................... OFFICER'S SIGNATURE** |
| **PREMIUM INSPECTION DATE ..................................... OFFICER'S SIGNATURE** |

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE**

# TO: The United Kingdom Sports Council (“UK Sport”):

1. This certificate is to assure UK Sport that Insurance Policy Number ………. with ……………………….holds *[Insert Tenderer Name]* covered throughout the term of of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting *[Insert Tenderer Name]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal’s clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name]* insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
5. The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from………………to ……………………… in each year is not less than £5 million.
6. Insurer's address…………………………………………………………………..………………………………………………

…………………………………………………………………………………………………………………….………………………………

Insurer's authorised signatory………………………………………………………………. Date………………………….

Status/Designation……………………………………………………………… Signed…………………………………………

On behalf of (Company name and address)……………………………………………..………………………………

………………………………………………………………………………………………………….……………………………………..…

Insurer's/Broker's stamp…………………………………………………………………….………………………………..….

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE ...................................... OFFICER'S SIGNATURE** |
| **PREMIUM INSPECTION DATE ..................................... OFFICER'S SIGNATURE** |

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**TENDERER'S STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000**

*Tenderers are required to read the following and complete the table below and sign/date the document.*

We have read and understand paragraph 9 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (“the Acts”) we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

We understand that section 41 of the Acts provide an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Acts. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the contract we ask that the information in Table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table 1: Section 41 - confidential and Section 43 - commercially sensitive information

|  |  |  |
| --- | --- | --- |
| **Exemption(s) claimed** | **Information** | **Minimum Period of exemption** |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision regarding whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within three (3) working days of receiving the request.

Dated this……………………….day of…………………………………………..…2018

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE**

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this principal we the Tenderer [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:

1. directly or indirectly canvass any official of UK Sport concerning the acceptance of this or any other Tender or directly or indirectly obtain or attempt to obtain information from any such member or official concerning this or any other tender.
2. communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
3. enter into any agreement or arrangement with any person that he shall refrain from making a submission.
4. offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission.
5. make or offer to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
6. offer or give or agree to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this……………………….day of……………………………………………..2018

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**REFERENCES**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contact Name: |  |
| Telephone No: |  |
| Email Address: |  |
| Approximate Value: |  |

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contact Name: |  |
| Telephone No: |  |
| Email Address: |  |
| Approximate Value: |  |

**UK SPORT**

**QUESTIONNAIRE FOR PROSPECTIVE**

**DATA PROCESSORS**

****

**Introduction:**

UK Sport is required under the Data Protection legislation (being the Data Protection Act 1998 until 25 May 2018 and the EU Data Protection Directive 95/46/EC from and including 25 May 2018) and HMG Security Policy Framework[[1]](#footnote-1) to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors[[2]](#footnote-2) at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **1. ORGANISATION DETAILS**  **Name:**  **Address:**  **Contact name:**  **Contact details:**  **Email:** | | | | | | | | | |
|  | |  | | | | | | | | | | |
| **2. DATA PROCESSING ACTIVITIES** | | | | | | | | | | | | |
|  | | In connection with the contract: | | | | | | | | | | | |  |
|  | | **2.1 Describe the subject matter and duration for which your organisation uses and processes personal data[[3]](#footnote-3).** | |  | | | | | | | | | |  |
|  | | **2.2 Describe the nature and purposes for which your organisation uses and processes personal data.** | |  | | | | | | | | | |  |
|  | | **2.3 Describe how personal data (tangible/ intangible form) is stored on your systems including the location at which data is stored and the duration for which it is stored.** | |  | | | | | | | | | |  |
|  | | **2.4 Describe the type of personal data being processes and the categories of the data subjects[[4]](#footnote-4).** | |  | | | | | | | | | |  |
|  | | **2.5 Describe all potential recipients of personal data held by your organisation (if any), the location and likely uses of the data by those recipients.** | |  | | | | | | | | | |  |
|  | | **2.6 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable** | |  | | | | | | | | | |  |
|  | | **2.7 Please detail any instances (either in response to question 2.4, 2.5 or otherwise) where personal data may be transferred outside the EEA.** | |  | | | | | | | | | |  |
| **3. SECURITY POLICIES AND PROCEDURES** | | | | | | | |  | | | | | | | | | | |
| **3.1. Do you have an information security policy?** | | | Yes [\_] | | | No [\_] | | (If yes, please provide a copy) | | | | | | | | | | |
| **3.2 Does your information security policy include the following:** | | |  | | |  | |  | | | | | | | | | | |
| 3.2.1 Physical security of premises and processing areas | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.2 physical entry controls | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.3 equipment security and maintenance | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.4 password and access controls | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.5 security of mobile equipment (e.g. laptops) | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.6 controls against malicious software | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| 3.2.7 business continuity planning | | | Yes [\_] | | | No [\_] | |  | | | | | | | | | | |
| **3.3 Does your information security policy comply with BS 27000?** | | | Yes [\_] | | | No [\_] | | Don't know [\_] | | | | | | | | | | |
| **3.4 Do you have HM Government Cyber Security Essentials Accreditation?[[5]](#footnote-5)** | | | Yes [\_] | | | No [\_] | | Don't know [\_] | | | | | | | | | | |
| **3.5 Do you have a policy for complying with the General Data Protection Regulation?** | | | Yes [\_] | | | No [\_] | | (If yes, please provide a copy) | | | | | | | | | | |
| **4. DATA QUALITY** | | | | | | | | | | | | | | | | | |
|  | | In connection with the contract: | | | | | | | | | | | | | |  |
|  | | **4.1 Describe any procedures[[6]](#footnote-6) currently in place to ensure that all personal data is accurate and up-to-date.** | | | |  | | | | | | | | | |  |
|  | | **4.2 For how long is personal data usually kept by you?** | | | |  | | | | | | | | | |  |
|  | | **4.3 Does your organisation have a policy regarding the periodic destruction or deletion of obsolete data?** | | | | Yes [\_] No [\_]  (If yes, please provide details): | | | | | | | | | |  |
| **5. DEALING WITH INDIVIDUALS RIGHTS** | | | | | | | | | | | | | | | | | |
|  | | **5.1 Describe any procedures[[7]](#footnote-7) currently in place to deal with requests by individuals to be supplied with information about the data held by them** | | | |  | | | | | | | | | | | | | | |  |
| **6. SECURITY MEASURES** | | | | | | | | | | | | | | | | | |
| This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data. | | | | | | | | | | | | | | | | | |
|  | | **6.1 Please indicate whether you have the following:** | | | |  | | | | | | | | | | | | | | | |
|  | | 6.1.1 A clear desk policy? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
|  | | 6.1.2 A clear screen policy? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
|  | | 6.1.3 Controls on access to information (inside and outside your organisation)? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
|  | | 6.1.4 A secure disposal policy for equipment, media and data (e.g. encryption)? | | | | Yes [\_] | | No [\_] | | | (If yes, please provide a copy) | | | | | | | | | | |
|  | | 6.1.5 A back-up and disaster recovery policy? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
|  | | 6.1.6 Internal training programme on security systems and procedures? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
|  | | 6.1.7 Any equipment off-site or store any personal data off-site? | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
| **7. DISCIPLINARY RECORD** | | | | | | | | | | | | | | | | |
|  | | **7.1 Have you been the subject of a complaint(s) to the Information Commissioner?** | | | | Yes [\_] No [\_]  (If yes, please provide details): | | | | | | | | | | | | | | | |
|  | | **7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data?** | | | | Yes [\_] No [\_]  (If yes, please provide details): | | | | | | | | | | | | | | | |
| **8. INTERNATIONAL DIMENSION** | | | | | | | | | | | | | | | | | |
|  | | **8.1. Do you share personal data with organisations outside the UK?** | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | | | |
| If the answer to 8.1 is yes, please answer the following questions: | | | | | | | | | | | | | | | | | | |
|  | | **8.1.1** **Indicate which of those organisations are part of your group of companies including each company's geographic location.** | | | |  | | | | | | | | | | | | | | |
|  | | **8.1.2 Is there any internal policy governing the use of personal data with organisations listed above?** | | | | Yes [\_] | | No [\_] | | | Not applicable [\_] | | | | | | | | | | |
|  | | **8.1.3** **Indicate which of those organisations are NOT part of your group of companies including each company's geographic location.** | | | |  | | | | | | | | | | | | | | | |
|  | | **8.1.4** **Is there a written contract governing the relationship between such organisations and your organisation?** | | | | | Yes [\_] | | No [\_] | | | Not applicable [\_] | | | | | | | | |
|  | |  | | | | | (If yes, please provide details): | | | | | | | | | | | | | |
|  | | **8.2. Does any third party process personal data on your behalf outside of the UK?** | | | | | Yes [\_] | | No [\_] | | |  | | | | | | | | |
|  | |  | | | | | (If yes, please provide details): | | | | | | | | | | | | | |
|  | | **8.3 Please provide details of any safeguards for exceptional transfers of personal data to third countries or international organisations whether or not in your Group (as applicable).** | | | | |  | | | | | | | | | | | | | |
| **9. SUPPLY CHAIN RISKS** | | | | | | | | | | | | | | | | | |
|  | | **9.1 Have you undertaken a risks assessment against your supplier’s role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities?** | | | | | Yes [\_] No [\_]  (If yes, please provide details and how you mitigate those risks): | | | | | | | | | | | | | |
|  | | **9.2 How often do you review your business relationships and risk management with these suppliers?** | | | | |  | | | | | | | | | | | | | |

Appendix 3 – CHECKLIST

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**CHECKLIST**

**22 March 2018 – 3pm**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Confirmed expression of interest |  |
| Submitted any clarification questions |  |

**29 March 2018**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Responses to clarification questions received from UKS |  |

**16 April 2018**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Submitted Tender |  |
| Completed and Signed Forms at Appendix 2 |  |
| Statement of Good Standing |  |

**26 April 2018**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to successful/unsuccessful Tenderers |  |

**w/b 7 May 2018**

|  |  |
| --- | --- |
| Action Tenderers to Present | Tick |
| Attend Presentation Meetings |  |

**15 May 2018**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to successful/unsuccessful presenters |  |
| Standstill period |  |

Appendix 4 – CONTRACT

**THE UNITED KINGDOM SPORTS COUNCIL**

**[…] TEAM**

PROVISION OF THE DELIVERY OF A PUBLIC CONSULTATION INTO UK SPORT’S FUTURE FUNDING OF HIGH PERFORMANCE SPORT

**DRAFT CONTRACT**

****

1. <https://www.gov.uk/government/publications/security-policy-framework> [↑](#footnote-ref-1)
2. “**Data Processor**” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller (Article 4(8) GDPR). [↑](#footnote-ref-2)
3. “**Personal data**” means any information relating to an identified or identifiable natural person (‘data subject’). For information, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Article 4(1) GDPR) [↑](#footnote-ref-3)
4. “**Data subject**”, as above, means an identified or identifiable natural person. [↑](#footnote-ref-4)
5. See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> [↑](#footnote-ref-5)
6. This may include writing to individuals to request confirmation as to the accuracy of the data held about them. [↑](#footnote-ref-6)
7. This may include the use of checklists or standard letters dealing with access requests [↑](#footnote-ref-7)